

Exhibit A

Exhibit A-1

CIVIL CASE INFORMATION SHEET

Filed 11/11/2017 4:24 PM

Kendra Popp-Charbula

District Clerk

CAUSE NUMBER (FOR CLERK USE ONLY):

COURT (FOR CLERK USE ONLY):

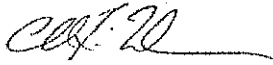
Reddy Partnership Southwest Terrace dba Southwest Terrace Apartments v Everest Indemnity Insurance Company Wharton County, Texas

STYLED

(e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones; In the Matter of the Estate of George Jackson)

Leslie Enloe

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: Chad T. Wilson Email: cwilson@cwilsonlaw.com Address: 455 E Medical Center Blvd., Ste 555 Telephone: 832-415-1432 City/State/Zip: Webster, TX 77598 Fax: 281-940-2137 Signature:  State Bar No: 24079587		Names of parties in case: Plaintiff(s)/Petitioner(s): <u>Reddy Partnership Southwest Terrace dba South Terrace Apartments</u> Defendant(s)/Respondent(s): <u>Everest Indemnity Insurance Company</u> <small>(Attach additional page as necessary to list all parties)</small>		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____					
2. Indicate case type, or identify the most important issue in the case (select only 1):									
Civil			Family Law						
Contract <u>Debt/Contract</u> <input checked="" type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: <u>Foreclosure</u> <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract:		Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation <u>Malpractice</u> <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises <u>Product Liability</u> <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: <input type="checkbox"/> Other Injury or Damage:		Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other:		Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void <u>Divorce</u> <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other:		Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocity (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child:	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment:		Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other:							
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax		Probate & Mental Health <u>Probate/Wills/Intestate Administration</u> <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other:							
3. Indicate procedure or remedy, if applicable (may select more than 1):									
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover					
4. Indicate damages sought (do not select if it is a family law case):									
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input checked="" type="checkbox"/> Over \$100,000 but not more than \$200,000 <input type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000									

I, Kendra Charbula, District Clerk of Wharton County,
Texas, do hereby certify that the foregoing is a true, correct
and full copy of the instrument herein set out as appears of
record in the District Court of Wharton County, Texas.
This 2 day of Nov 2017



KENDRA CHARBULA, DISTRICT CLERK

Kendra Charbula

Exhibit A-2

Leslie Enloe

CAUSE NO. CV49922

Reddy Partnership Southwest Terrace	§	IN THE DISTRICT COURT OF
d/b/a South Terrace Apartments,	§	
Plaintiff,	§	
	§	WHARTON COUNTY, TEXAS
V.	§	
	§	
Everest Indemnity Insurance Company	§	<u>329TH</u> JUDICIAL DISTRICT
Defendant.		

PLAINTIFF'S ORIGINAL PETITION, JURY DEMAND, AND REQUEST FOR DISCLOSURE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW Reddy Partnership Southwest Terrace d/b/a South Terrace Apartments, Plaintiff herein, and files Plaintiff's Original Petition, Jury Demand, and Request for Disclosure, complaining of Everest Indemnity Insurance Company ("Everest Indemnity" or "Defendant") and for cause of action, Plaintiff respectfully shows the following:

DISCOVERY CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level 3, Texas Rules of Civil Procedure 190.4 and 169.

PARTIES

2. Plaintiff, Reddy Partnership Southwest Terrace d/b/a South Terrace Apartments, resides in Wharton County, Texas.
3. Defendant, Everest Indemnity Insurance Company, is a foreign insurance company engaged in the business of insurance in the State of Texas. Plaintiff requests service of citation upon Everest Indemnity Insurance Company through its registered agent, Texas Commissioner of Insurance, P.O. Box 149104, Austin, Texas 78714-9104. Plaintiff

requests service at this time via certified mail, return receipt requested.

JURISDICTION

4. The Court has jurisdiction over Everest Indemnity Insurance Company because Defendant engages in the business of insurance in the State of Texas, and the causes of action arise out of Everest Indemnity's business activities in the State of Texas, including those in Wharton County, Texas, with reference to this specific case.

VENUE

5. Venue is proper in Wharton County, Texas because the insured property is located in Wharton County, Texas, and all or a substantial part of the events giving rise to this lawsuit occurred in Wharton County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

6. Plaintiff asserts claims for fraud, breach of contract, violations of sections 541 and 542 of the Texas Insurance Code, and violations of the Texas DTPA.
7. Plaintiff owns an Everest Indemnity Insurance Company commercial insurance policy, number CA3P003547-141 ("the Policy"). At all relevant times, Plaintiff owned the insured premises located at 1717 Briar Lane, Wharton, Texas 77488 ("the Property").
8. Everest Indemnity or its agent sold the Policy, insuring the Property, to Plaintiff. Everest Indemnity represented to Plaintiff that the Policy included wind and hailstorm coverage for damage to Plaintiff's commercial property. Everest Indemnity has refused the full extent of that coverage currently owed to Plaintiff.
9. On or about 04/26/2015, the Property sustained extensive damage resulting from a severe storm(s) that passed through the Wharton, Texas area.
10. In the aftermath of the wind and hailstorm, Plaintiff submitted a claim to Everest Indemnity

against the Policy for damage to the Property. Everest Indemnity assigned claim number 2000094090 to Plaintiff's claim.

11. Plaintiff asked Everest Indemnity to cover the cost of damage to the Property pursuant to the Policy.
12. Everest Indemnity assigned or hired its agent to adjust the claim.
13. Everest Indemnity, through its agent, conducted a substandard and improper inspection and adjustment of the Property, which yielded grossly inaccurate and unrealistic assessments of the cause, extent, and dollar amount of damage to the Property.
14. Everest Indemnity hired or assigned its agents, namely Engle Martin and Associates, to inspect and adjust the claim. Engle Martin and Associates conducted an inspection sometime before December 1, 2015. Engle Martin and Associates' findings generated a full denial letter dated December 1, 2015 and Plaintiff was left with zero dollars to make repairs on the entirety of their property.
15. Everest Indemnity has ultimately refused full coverage which includes, but is not limited to, replacement of the roof and additional exterior damage. Specifically, Engle Martin and Associates found that though the roofs had suffered numerous hail hits, the hail hits were "historical" and not related to Plaintiff's claim. This conclusion was adopted from an engineer hired by Engle Martin and Associates, despite not expert or scientific basis to support it. Based on this flimsy, throw away, excuse, Everest denied the entire claim.
16. The damage to Plaintiff's Property is currently estimated at \$666,879.99.
17. Since due demand was made on or about 06/07/2017, Everest Indemnity has not communicated that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for failing to

settle Plaintiff's claim properly.

18. As stated above, Everest Indemnity failed to assess the claim thoroughly. Based upon Everest Indemnity's grossly unreasonable, intentional, and reckless failure to investigate and adjust the claim properly, Everest Indemnity failed to provide full coverage due under the Policy.
19. As a result of Everest Indemnity's failure to provide full coverage, along with Everest Indemnity's delay tactics to avoid reasonable payment to Plaintiff, Plaintiff has suffered damages.
20. Everest Indemnity failed to perform its contractual duties to Plaintiff under the terms of the Policy. Specifically, Everest Indemnity refused to pay the full proceeds of the Policy, although due demand was made for an amount sufficient to cover repairs to the damaged Property, and all conditions precedent to recover upon the Policy were accomplished by Plaintiff.
21. Defendant's misrepresentations, unreasonable delays, and continued denials constitute a breach of the statutory obligations under Chapters 541 and 542 of the Texas Insurance Code. Thus, the breach of the statutory duties constitutes the foundation of a breach of the insurance contract between Everest Indemnity and Plaintiff.
22. Everest Indemnity's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1). Everest Indemnity has not attempted to settle Plaintiff's claim in a fair manner, even though Everest Indemnity was aware of their liability to Plaintiff under the Policy. Specifically, Everest Indemnity has failed to timely pay Plaintiff's coverage due under the Policy.
23. Everest Indemnity's conduct constitutes a violation of the Texas Insurance Code, Unfair

Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A). Everest Indemnity failed to provide Plaintiff a reasonable explanation for not making the full payment under the terms of the Policy.

24. Everest Indemnity's conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(4). Everest Indemnity refused to provide full coverage due to Plaintiff under the terms of the Policy. Specifically, Everest Indemnity, through its agents, servants, and representatives, performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiff's losses on the Property.
25. Everest Indemnity's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055. Everest Indemnity failed to reasonably accept or deny Plaintiff's full claim within the statutorily mandated time after receiving all necessary information.
26. Everest Indemnity's conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056. Everest Indemnity failed to meet their obligations under the Texas Insurance Code regarding timely payment of the claim. Specifically, Everest Indemnity has delayed payment of Plaintiff's claim longer than allowed, and Plaintiff has not received full payment for its claim.
27. Defendant's wrongful acts and omissions forced Plaintiff to retain the professional services of the attorneys and law firm representing it with respect to these causes of action.

CAUSES OF ACTION AGAINST DEFENDANT
Everest Indemnity Insurance Company

BREACH OF CONTRACT

28. Everest Indemnity is liable to Plaintiff for intentional violations of the Texas Insurance Code, and intentional breach of the common law duty of good faith and fair dealing. It follows, then, that the breach of the statutory duties constitutes the foundation of an intentional breach of the insurance contract between Everest Indemnity and Plaintiff.
29. Everest Indemnity's failure and/or refusal to pay adequate coverage as obligated under the terms of the Policy, and under the laws of the State of Texas, constitutes a breach of the insurance contract with Plaintiff.

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

30. Everest Indemnity's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are actionable by TEX. INS. CODE §541.151.
31. Everest Indemnity's unfair settlement practice of misrepresenting to Plaintiff material facts relating to coverage constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).
32. Everest Indemnity's unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

33. Everest Indemnity's unfair settlement practice of failing to provide Plaintiff a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for underpayment of the claim, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(3).
34. Everest Indemnity's unfair settlement practice of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiff constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(4).
35. Everest Indemnity's unfair settlement practice of refusing to pay Plaintiff's claim without conducting a reasonable investigation constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
THE PROMPT PAYMENT OF CLAIMS**

36. Everest Indemnity's conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are actionable by TEX. INS. CODE §542.060.
37. Everest Indemnity's failure to notify Plaintiff in writing of its acceptance or rejection of the full claim within the applicable time constraints constitutes a non-prompt payment in violation of TEX. INS. CODE §542.056.
38. Everest Indemnity's delay in paying Plaintiff's claim following receipt of all items, statements, and forms reasonably requested and required, for longer than the amount of time provided, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

39. Everest Indemnity's conduct constitutes a breach of the common law duty of good faith and fair dealing owed to an insured in insurance contracts.
40. Everest Indemnity's failure to adequately and reasonably investigate and evaluate Plaintiff's claim, although, at that time, Everest Indemnity knew or should have known by the exercise of reasonable diligence that liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

DTPA VIOLATIONS

41. Everest Indemnity's conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiff is a consumer of goods and services provided by Everest Indemnity pursuant to the DTPA. Plaintiff has met all conditions precedent to bringing this cause of action against Farmers. Specifically, Everest Indemnity's violations of the DTPA include, without limitation, the following matters:
 - A. By its acts, omissions, failures, and conduct, Everest Indemnity has violated sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. Everest Indemnity's violations include without limitation, (1) unreasonable delays in the investigation, adjustment, and resolution of Plaintiff's claim, (2) failure to give Plaintiff the benefit of the doubt, and (3) failure to pay for the proper repair of Plaintiff's property when liability has become reasonably clear, which gives Plaintiff the right to recover under section 17.46(b)(2).
 - B. Everest Indemnity represented to Plaintiff that the Policy and Everest Indemnity's adjusting and investigative services had characteristics or benefits that they did not

possess, which gives Plaintiff the right to recover under section 17.46(b)(5) of the DTPA.

- C. Everest Indemnity also represented to Plaintiff that the Policy and Everest Indemnity's adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
 - D. Furthermore, Everest Indemnity advertised the Policy and adjusting services with the intent not to sell them as advertised, in violation of section 17.46(b)(9) of the DTPA.
 - E. Everest Indemnity breached an express warranty that the damages caused by wind and hail would be covered under the Policy. This breach entitles Plaintiff to recover under sections 17.46(b)(12) and (20) and 17.50(a)(2) of the DTPA.
 - F. Everest Indemnity's actions are unconscionable in that Everest Indemnity took advantage of Plaintiff's lack of knowledge, ability, and experience to a grossly unfair degree. Everest Indemnity's unconscionable conduct gives Plaintiff a right to relief under section 17.50(a)(3) of the DTPA; and
 - G. Everest Indemnity's conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.
42. Each of the above-described acts, omissions, and failures of Everest Indemnity is a producing cause of Plaintiff's damages. All of the above-described acts, omissions, and failures were committed "knowingly" and "intentionally," as defined by the Texas Deceptive Trade Practices Act.

FRAUD

43. Everest Indemnity is liable to Plaintiff for common law fraud.
44. Each and every misrepresentation described above concerned material facts that absent such representations, Plaintiff would not have acted as it did, and Everest Indemnity knew its representations were false or made recklessly without any knowledge of their truth as a positive assertion.
45. Everest Indemnity made the statements intending that Plaintiff act upon them. Plaintiff then acted in reliance upon the statements, thereby causing Plaintiff to suffer injury constituting common law fraud.

KNOWLEDGE

46. Defendant made each of the acts described above, together and singularly, "knowingly," as defined in the Texas Insurance Code, and each was a producing cause of Plaintiff's damages described herein.

WAIVER AND ESTOPPEL

47. Defendant waived and is estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiff.

DAMAGES

48. Since the claim was made, Everest Indemnity has not properly compensated Plaintiff for all necessary repairs made, which are covered under the Policy. This has caused undue hardship and burden to Plaintiff. These damages are a direct result of Everest Indemnity's mishandling of Plaintiff's claim in violation of the laws set forth above.
49. Defendant made the above and other false representations to Plaintiff, either knowingly or recklessly, as a positive assertion, without knowledge of the truth. Defendant made these

false misrepresentations with the intent that Plaintiff act in accordance with the misrepresentations. Plaintiff then relied on these misrepresentations, including but not limited to those regarding coverage and the cause and scope of damage. Plaintiff suffered damages as a result.

50. Plaintiff would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of damages sustained. The acts, omissions, failures, and conduct of Defendant has caused Plaintiff's damages, which include, without limitation, costs for all necessary repairs required to be made to Plaintiff's Property, and any investigative and engineering fees incurred.
51. For breach of contract, Plaintiff is entitled to regain the benefit of its bargain, which is the amount of its claim, consequential damages, together with attorney's fees.
52. The damage to Plaintiff's Property is estimated at \$666,879.99.
53. For noncompliance with the DTPA and Texas Insurance Code, Unfair Settlement Practices, Plaintiff is entitled to actual damages, which include the loss of the benefits owed pursuant to the Policy, court costs, and attorney's fees. For knowing and intentional conduct of the acts described above, Plaintiff asks for three (3) times its actual damages. TEX. INS. CODE §541.152 and TEX. BUS. & COM. CODE 17.50(B)(1).
54. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiff is entitled to the amount of its claim, plus an eighteen percent (18%) per annum penalty on that claim, as damages, as well as pre-judgment interest and reasonable attorney's fees. TEX. INS. CODE §542.060.
55. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages, including all forms of loss resulting from Defendant's breach of

duty, such as additional costs, economic hardship, losses due to nonpayment of money Everest Indemnity owed, and exemplary damages.

56. Defendant's breach of the common law duty of good faith and fair dealing was committed intentionally, with a conscious indifference to Plaintiff's rights and welfare, and with "malice," as that term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code. These violations are the type of conduct which the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiff seeks the recovery of exemplary damages in an amount determined by the finder of fact sufficient to punish Defendant for its wrongful conduct and to set an example to deter Defendant and others from committing similar acts in the future.
57. For fraud, Plaintiff is entitled to recover actual and exemplary damages for knowingly fraudulent and malicious representations, along with attorney's fees, interest, and court costs.
58. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorneys subscribed to this pleading. Therefore, under Chapter 38 of the Texas Civil Practices and Remedies Code, sections 541 and 542 of the Texas Insurance Code, and section 17.50 of the DTPA, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.
59. As required by Rule 47(b) of the Texas Rules of Civil Procedure, Plaintiff's counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c)(1) of the Texas Rules of Civil Procedure, Plaintiffs' counsel states that Plaintiff seeks only monetary relief of no less than \$100,000, but no more than \$200,000,

including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney's fees. A jury will ultimately determine the monetary relief actually awarded, however. Plaintiff also seeks pre-judgment and post-judgment interest at the highest legal rate.

REQUESTS FOR DISCLOSURE

60. Under Texas Rules of Civil Procedure 190 and 194, Plaintiff requests that Defendant disclose, within fifty (50) days from the date this request is served, the information or material described in Rules 190.2(b)(6) and 194.2.

JURY DEMAND

61. Plaintiff hereby requests a jury trial for all causes of action alleged herein, tried before a jury consisting of citizens residing in Wharton, Texas. Plaintiff hereby tenders the appropriate jury fee.

PRAYER

Plaintiff prays that Defendant, Everest Indemnity Insurance Company, be cited and served to appear, and that upon trial hereof, Plaintiff, Reddy Partnership Southwest Terrace dba South Terrace Apartments, have and recover from Defendant, Everest Indemnity Insurance Company, such sums as would reasonably and justly compensate Plaintiff in accordance with the rules of law and procedure, as to actual, consequential, and treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, and exemplary damages, as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of this case, for all costs of Court expended on Plaintiff's behalf, for pre-judgment and post-judgment interest as allowed by law; and for any other and further relief, at law or in equity, to

which Plaintiff, Reddy Partnership Southwest Terrace d/b/a South Terrace Apartments, may show itself justly entitled.

Respectfully submitted,

CHAD T. WILSON LAW FIRM PLLC

By: /s/ Chad T. Wilson

Chad T. Wilson
Bar No. 24079587
Patrick C. McGinnis
Bar No. 13631900
455 E. Medical Center Blvd.
Suite 555
Webster, Texas 77598
Telephone: (832) 415-1432
Facsimile: (281) 940-2137
eService to:
eservice@cwilsonlaw.com
cwilson@cwilsonlaw.com
pmcginnis@cwilsonlaw.com

ATTORNEYS FOR PLAINTIFF

I, Kendra Chardula, District Clerk of Wharton County,
Texas, do hereby certify that the foregoing is a true, correct
and full copy of the instrument herein set out as appears of
record in the District Court of Wharton County, Texas.
This 8 day of Nov 2017



KENDRA CHARDULA, DISTRICT CLERK

[Handwritten signature]

Exhibit A-3



CHAD T. WILSON
— LAW FIRM, PLLC —

Filed 11/09/2017 4:24 PM
Kendra Popp-Charbula
District Clerk
Wharton County, Texas

Leslie Enloe

July 11, 2017

Ms. Kendra Charbula
Wharton County District Clerk
103 South Fulton Street
Wharton, Texas 77488

RE: Cause No. _____; *Reddy Partnership Southwest Terrace dba Southwest Terrace Apartments v Everest Indemnity Insurance Company*, In the _____ Judicial District Court, Wharton County, Texas

Dear Ms. Charbula:

Please prepare one (1) civil process citation for the following and have served by Certified Mail Return Receipt Requested through the Court:

- 1) Everest Indemnity Insurance Company
c/o Texas Commissioner of Insurance
PO Box 149104
Austin, Texas 78714

I understand that there is a charge for this service and an additional charge to attach a copy of Plaintiff's Original Petition to the citation.

If any additional information is needed, feel free to contact this office. Thank you for your cooperation and assistance.

Sincerely yours,

Chad T. Wilson
Texas State Bar No. 24079587
CWilson@cwilsonlaw.com

I, Kendra Charbula, District Clerk of Wharton County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Wharton County, Texas.
This 8 day of NOV 20 17



KENDRA CHARBULA, DISTRICT CLERK

Kendra Charbula
Deputy

Exhibit A-4

[Print this page](#)

Case # CV49922 (Judge Randy Clapp)

Case Information

Location	Wharton County - District Clerk
Date Filed	07/11/2017 04:24:12 PM
Case Number	CV49922
Case Description	
Assigned to Judge	Judge Randy Clapp
Attorney	Patrick McGinnis
Firm Name	Chad T. Wilson Law Firm PLLC
Filed By	Rebecca Fehrle
Filer Type	Not Applicable
Damages Sought	Over \$100,000 but not more than \$200,000

Fees

Convenience Fee	\$11.05
Total Court Case Fees	\$267.00
Total Court Party Fees	\$0.00
Total Court Filing Fees	\$112.00
Total Court Service Fees	\$0.00
Total Filing & Service Fees	\$0.00
Total Service Tax Fees	\$0.00
Total Provider Service Fees	\$3.00
Total Provider Tax Fees	\$0.25
Grand Total	\$393.30

Payment

Account Name	Visa
Transaction Amount	\$393.30
Transaction Response	Approved
Transaction ID	28373126
Order #	018128719-0

Petition

Filing Type	EFileAndServe
Filing Code	Petition
Filing Description	Petition
Reference Number	Reddy - Hail
Comments	
Status	Accepted

Accepted Date 07/12/2017 08:03:22 AM
 Assignments ASSIGNED TO THE 329TH COURT. PLEASE
 Accept Comments CONTACT CASSIE WITH ALL SETTINGS.
 HER NUMBER IS 97-532-1514

Fees

Court Fee \$112.00
 Service Fee \$0.00

Optional Services

>Copies - Non-Certified \$14.00 (14 x \$1.00)
 >Issue Citation - Certified Mail \$58.00
 >Jury Fee \$40.00

Documents

Lead Document Reddy (Briar Lane)_Original Petition.pdf [Original] [Transmitted]

eService Details

Name/Email	Firm	Service Type	Status	Served	Date/Time Opened
Chad T. Wilson cwilson@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened
Patrick C. McGinnis pmcginnis@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened

Petition

Filing Type EFileAndServe
 Filing Code Petition
 Filing Description Petition
 Reference Number Reddy - Hail
 Comments
 Status Accepted
 Accepted Date 07/12/2017 08:03:22 AM

Fees

Court Fee \$0.00
 Service Fee \$0.00

Documents

Lead Document Reddy (Briar Lane)_Civil Info Sheet.pdf [Original] [Transmitted]

eService Details

Name/Email	Firm	Service Type	Status	Served	Date/Time Opened
Chad T. Wilson cwilson@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened
Patrick C. McGinnis pmcginnis@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened

Petition

Filing Type	EFileAndServe
Filing Code	Petition
Filing Description	Petition
Reference Number	Reddy - Hail
Comments	
Status	Accepted
Accepted Date	07/12/2017 08:03:22 AM

Fees

Court Fee	\$0.00
Service Fee	\$0.00

Documents

<i>Lead Document</i>	Reddy (Briar Lane)_Filing Letter.pdf	<u>[Original]</u>	<u>[Transmitted]</u>
----------------------	--------------------------------------	-------------------	----------------------

eService Details

Name/Email	Firm	Service Type	Status	Served	Date/Time Opened
Chad T. Wilson cwilson@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened
Patrick C. McGinnis pmcginnis@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened

I, Jovana Chavala, District Clerk of Wharton County,
Texas, do hereby certify that the foregoing is a true, correct
and full copy of the instrument herein set out as appears of
record in the District Court of Wharton County, Texas.
This 8 day of Nov 20 17



JOVANA CHAVALA, DISTRICT CLERK

Coryliss

Exhibit A-5

CHAD T. WILSON

455 E. MEDICAL CENTER BLVD, STE. 555

WEBSTER, TEXAS 77598

THE STATE OF TEXAS

CV
CAUSE NO. ~~FM~~49922REDDY PARTNERSHIP SOUTHWEST TERRACE D/B/A SOUTH TERRACE APARTMENTS
VS
EVEREST INDEMNITY INSURANCE COMPANY

CITATION

329TH DISTRICT COURT
OF WHARTON COUNTY, TEXASTO: EVEREST INDEMNITY INSURANCE COMPANY
C/O TEXAS COMMISSIONER OF INSURANCE
P.O. BOX 149104
AUSTON, TEXAS 78714

Respondent in the hereafter styled and numbered cause:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, P.O. Box 391, Wharton, Texas 77488, or by bringing it to the office. Our office location is 103 S. Fulton, Suite 100, Wharton, Texas 77488. The case is presently pending before the 329th District Court of Wharton County before the Honorable Judge Randy M. Clapp. The cause number is FM49922 and was filed in this office on JULY 11, 2017. The style of the case is:

REDDY PARTNERSHIP SOUTHWEST TERRACE D/B/A SOUTH TERRACE APARTMENTS
VS
EVEREST INDEMNITY INSURANCE COMPANY

The nature of Plaintiff's demand is fully shown by a true and correct copy of the

PLAINTIFF'S ORIGINAL PETITION, JURY DEMAND, AND REQUEST FOR DISCLOSURE

accompanying this citation and made a part hereof.

ISSUED and GIVEN under my hand and seal of said court, this the 12TH day of JULY, 2017.

KENDRA CHARBULA, DISTRICT CLERK
WHARTON COUNTY, TEXASBY Leslie Enloe
LESLIE ENLOE, DEPUTYFILED
at 8:45 o'clock a.m.

JUL 25 2017

KENDRA CHARBULA
DISTRICT CLERK, WHARTON CO. TEXAS
By les Deputy

OFFICER'S RETURN BY MAILING

Came to hand the 12th day of July, 2017 and executed by mailing to the Defendant by certified mail, return receipt requested with restricted delivery, a true copy of this citation, together with an attached copy of the PLAINTIFF'S ORIGINAL PETITION.

ATTACH RETURN RECEIPT(S)
WITH ADDRESSEE'S
SIGNATURE

Service upon the Defendant is
evidenced by the return receipt
herein and attached hereto,

Signed by: Charlie Rodriguez

Dated: 7-20-17

This citation was not executed for the following reasons:

To certify which witness my hand officially,

Kendra Charbula, District Clerk
Wharton County, Texas 77488

By: Leslie Enloe
LESLIE ENLOE, DEPUTY

49922 N: \$ 50.00

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p><u>Everest Indemnity Ins. Co.</u> <u>C/O 2x Commissioners of Ins.</u> <u>P.O. Box 149104</u> <u>Austin, TX 78714</u></p> <p>2. Article Number (Transfer from service label)</p> <p><u>7016 2070 0000 0501 6078</u></p>		<p>A. Signature <u>Charlie Rodriguez</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Charles Rodriguez</u> Date of Delivery <u>JUL 20 2017</u></p> <p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below: _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below: _____</p> <p>E. Date of Delivery <u>JUL 25 2017</u></p> <p>F. Signature <u>Kendra Charbula</u></p> <p>G. District Clerk, Wharton County, Texas</p> <p>H. Service Type <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p>I. Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p>	

9590 9402 2415 6249 0643 08

7016 2070 0000 0501 6078

I, Kendra Charbula, District Clerk of Wharton County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Wharton County, Texas.
This 8 day of Nov 2017



KENDRA CHARBULA, DISTRICT CLERK

[Handwritten Signature]
Deputy

Exhibit A-6



TEXAS DEPARTMENT OF INSURANCE

General Counsel Division (113-2A)

333 Guadalupe, Austin, Texas 78701 ★ PO Box 149104, Austin, Texas 78714-9104
(512) 676-6585 | F: (512) 490-1064 | (800) 578-4677 | TDI.texas.gov | @TexasTDI

Leslie Enloe

July 21, 2017

Chad T. Wilson
Chad T. Wilson Law Firm, PLLC
455 E. Medical Center Blvd., Suite 555
Webster, Texas 77598

RE: Cause No.: CV49922; styled *Reddy Partnership Southwest Terrace d/b/a South Terrace Apartments v. Everest Indemnity Insurance Company*; in the 329th Judicial District Court, Wharton County, Texas

Greetings:

On July 20, 2017, the enclosed documents were received in the office of the Commissioner of Insurance for service of process. The documents received are being returned to your office for the reasons indicated below.

Everest Indemnity Insurance Company's mailing address must be noted on the citation. Please refer to the Texas Administrative Code, Title 28, Chapter 7, Rule §7.1414 and Chapter 804 of the Texas Insurance Code for service of process information. Enclosed is a company profile.

Pursuant to §804.201(C) of the Texas Insurance Code, there is a fee of \$50.00, each time a request for service (including notice/demand/subpoena) is made on the Commissioner of Insurance

Please do not hesitate to call me if you have questions.

Sincerely,

A handwritten signature in cursive script, reading "Tish Wilhelm", is written below the word "Sincerely,".

Tish Wilhelm
General Counsel
tish.wilhelm@tdi.texas.gov
(512) 676-6543

Enclosures

c: Wharton County District Clerk
E-filed

I, Kendra Charbula, District Clerk of Wharton County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Wharton County, Texas.
This 8 day of Nov 2017



KENDRA CHARBULA, DISTRICT CLERK

By: Kerry Charbula

Deputy

Exhibit A-7



CHAD T. WILSON
— LAW FIRM, PLLC —

Filed 04/2017 10:24 AM
Kendra Popp-Charbula
District Clerk
Wharton County, Texas

Alice Krushall

August 1, 2017

Ms. Kendra Charbula
Wharton County District Clerk
103 South Fulton Street
Wharton, Texas 77488

RE: Cause No. CV49922; *Reddy Partnership Southwest Terrace d/b/a Southwest Terrace Apartments v Everest Indemnity Insurance Company*, In the 329th Judicial District Court, Wharton County, Texas

Dear Ms. Charbula:

Please prepare one (1) civil process citation for the following:

- 1) Everest Indemnity Insurance Company
c/o Texas Commissioner of Insurance
P.O. Box 830
Liberty Corner, New Jersey 07938

Please mail the citation to our office. I understand that there is a charge for this service and an additional charge to attach a copy of Plaintiff's Original Petition to the citation.

If any additional information is needed, feel free to contact this office. Thank you for your cooperation and assistance.

Sincerely yours,

Chad T. Wilson
Texas State Bar No. 24079587
CWilson@cwilsonlaw.com

I, Kendra Charbula, District Clerk of Wharton County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument hereto set out as appears of record in the District Court of Wharton County, Texas.
This 8 day of November 2017



KENDRA CHARBULA, DISTRICT CLERK

[Handwritten signature]

Exhibit A-8

[Print this page](#)

Case # CV49922 (Judge Randy Clapp)

Case Information

Location	Wharton County - District Clerk
Date Filed	08/01/2017 10:24:38 AM
Case Number	CV49922
Case Description	
Assigned to Judge	Judge Randy Clapp
Attorney	Chad Wilson
Firm Name	Chad T. Wilson Law Firm PLLC
Filed By	Rebecca Fehrle
Filer Type	Not Applicable

Fees

Convenience Fee	\$0.73
Total Court Case Fees	\$0.00
Total Court Party Fees	\$0.00
Total Court Filing Fees	\$22.00
Total Court Service Fees	\$0.00
Total Filing & Service Fees	\$0.00
Total Service Tax Fees	\$0.00
Total Provider Service Fees	\$3.00
Total Provider Tax Fees	\$0.25
Grand Total	\$25.98

Payment

Account Name	Visa
Transaction Amount	\$25.98
Transaction Response	Approved
Transaction ID	28969676
Order #	018554047-0

Request

Filing Type	EFileAndServe
Filing Code	Request
Filing Description	Request
Reference Number	Reddy Partnership
Comments	
Status	Accepted
Accepted Date	08/01/2017 11:11:12 AM

Fees

Court Fee	\$22.00
Service Fee	\$0.00

Optional Services

>Copies - Non-Certified	\$14.00 (14 x \$1.00)
>Issue Citation	\$8.00

Documents

<i>Attachments</i>	Reddy_Original Petition - file stamped copy.pdf	<u>[Original]</u> <u>[Transmitted]</u>
<i>Lead Document</i>	Reddy (Briar Lane)_REVISED Filing Letter.pdf	<u>[Original]</u> <u>[Transmitted]</u>

eService Details

Name/Email	Firm	Service Type	Status	Served	Date/Time Opened
Chad T. Wilson cwilson@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened
Patrick C. McGinnis pmcginnis@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	08/01/2017 10:32:41 AM
Wilhelm Schmidt wschmidt@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened

I, Kendra Charbula, District Clerk of Wharton County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Wharton County, Texas.

This 8 day of Nov 2017



KENDRA CHARBULA, DISTRICT CLERK

[Handwritten Signature]

Exhibit A-9



CHAD T. WILSON
— LAW FIRM, PLLC —

Leslie Enloe

October 13, 2017

Ms. Kendra Charbula
103 S. Fulton Street
P.O. Drawer 391
Wharton, Texas 77488

Re: Cause No. CV49922; *Reddy Partnership Southwest Terrace dba Southwest Terrace Apartments v. Everest Indemnity*; In the 329th District Court, Wharton County, Texas.

Ms. Charbula,

We received notice from the Texas Department of Insurance that our citation could not be served on Defendant because it did not include Defendant's mailing address. Please prepare a new civil process citation addressed as follows:

**Everest Indemnity Insurance Company
P O Box 830
Liberty Corner NJ 07938-0830
c/o Commissioner of Insurance
333 Guadalupe Street
Austin TX 78701**

Please serve the new citation (and plaintiffs' Amended Petition) on the Commissioner of Insurance via Certified Mail, Return Receipt Requested. I understand that there is a charge for this service and an additional charge to attach a copy of the Amended Petition to the citation. If any additional information is needed, feel free to contact my assistant, Wilhelm Schmidt, by telephone at (832) 415-1432. Thank you for your cooperation and assistance.

Sincerely yours,

Patrick McGinnis

Patrick McGinnis
Texas Star Bar No. 13631900

I, Kendra Charbula, District Clerk of Wharton County,
Texas, do hereby certify that the foregoing is a true, correct
and full copy of the instrument herein set out as appears of
record in the District Court of Wharton County, Texas.
This 8 day of Nov 2017



KENDRA CHARBULA, DISTRICT CLERK

Kendra Charbula

Exhibit A-10

Print this page

Case # CV49922 (Judge Randy Clapp)

Case Information

Location	Wharton County - District Clerk
Date Filed	10/13/2017 11:59:01 AM
Case Number	CV49922
Case Description	
Assigned to Judge	Judge Randy Clapp
Attorney	Patrick McGinnis
Firm Name	Chad T. Wilson Law Firm PLLC
Filed By	Wilhelm Schmidt
Filer Type	Not Applicable

Fees

Convenience Fee	\$2.17
Total Court Case Fees	\$0.00
Total Court Party Fees	\$0.00
Total Court Filing Fees	\$72.00
Total Court Service Fees	\$0.00
Total Filing & Service Fees	\$0.00
Total Service Tax Fees	\$0.00
Total Provider Service Fees	\$3.00
Total Provider Tax Fees	\$0.25
Grand Total	\$77.42

*58 - clerk
14 - copy
72.*

Payment

Account Name	Visa
Transaction Amount	\$77.42
Transaction Response	Approved
Transaction ID	31169974
Order #	020054121-0

Amended Filing

Filing Type	EFileAndServe
Filing Code	Amended Filing
Filing Description	Amended Petition
Reference Number	Reddy
Comments	
Status	Accepted
Accepted Date	10/13/2017 01:25:16 PM

Fees

Court Fee	\$72.00
Service Fee	\$0.00

Optional Services

>Issue Citation - Certified Mail	\$58.00
>Copies - Certified	\$14.00 (14 x \$1.00)

Documents

<i>Attachments</i>	Reddy (Briar Lane)_Letter to Clerk.pdf	[Original]	[Transmitted]
<i>Lead Document</i>	Reddy (Briar Lane)_Amended Petition.pdf	[Original]	[Transmitted]

eService Details

Name/Email	Firm	Service Type	Status	Served	Date/Time Opened
Wilhelm Schmidt wschmidt@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened
Chad T. Wilson cwilson@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	Not Opened
Patrick C. McGinnis pmcginnis@cwilsonlaw.com	Chad T. Wilson Law Firm PLLC	EServe	Sent	Yes	10/13/2017 12:04:07 PM

I, Kendra Cherbula, District Clerk of Wharton County,
Texas, do hereby certify that the foregoing is a true, correct
and full copy of the instrument herein set out as appears of
record in the District Court of Wharton County, Texas.
This 8 day of Nov 2017



KENDRA CHERBULA, DISTRICT CLERK

3

[Handwritten signature]

Exhibit A-11

ATTORNEY FOR PLAINTIFF
CHAD T. WILSON
455 E. MEDICAL CENTER BLVD, STE. 555
WEBSTER, TEXAS 77598

THE STATE OF TEXAS

^{CV}
CAUSE NO. ~~FM~~49922

REDDY PARTNERSHIP SOUTHWEST TERRACE D/B/A SOUTH TERRACE APARTMENTS
VS
EVEREST INDEMNITY INSURANCE COMPANY

CITATION

329TH DISTRICT COURT
OF WHARTON COUNTY, TEXAS

TO: EVEREST INDEMNITY INSURANCE COMPANY
P.O. BOX 830
C/O TEXAS COMMISSIONER OF INSURANCE
333 GUADALUPE STREET
AUSTIN, TEXAS 78701

Respondent in the hereafter styled and numbered cause:

You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. Said answer may be filed by mailing same to: District Clerk's Office, P.O. Box 391, Wharton, Texas 77488, or by bringing it to the office. Our office location is 103 S. Fulton, Suite 100, Wharton, Texas 77488. The case is presently pending before the 329th District Court of Wharton County before the Honorable Judge Randy M. Clapp. The cause number is ~~FM~~49922 and was filed in this office on OCTOBER 13, 2017. The style of the case is: ^{CV}

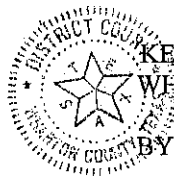
REDDY PARTNERSHIP SOUTHWEST TERRACE D/B/A SOUTH TERRACE APARTMENTS
VS
EVEREST INDEMNITY INSURANCE COMPANY

The nature of Plaintiff's demand is fully shown by a true and correct copy of the

PLAINTIFF'S AMENDED PETITION, JURY DEMAND, AND REQUEST FOR DISCLOSURE

accompanying this citation and made a part hereof.

ISSUED and GIVEN under my hand and seal of said court, this the 13TH day of OCTOBER, 2017.



KENDRA CHARBULA, DISTRICT CLERK
WHARTON COUNTY, TEXAS

BY Leslie Enloe
LESLIE ENLOE, DEPUTY

FILED
at 9:40 o'clock a M.

OCT 26 2017

KENDRA CHARBULA
DISTRICT CLERK, WHARTON CO. TEXAS
By Leslie Enloe Deputy

OFFICER'S RETURN BY MAILING

Came to hand the 13th day of October, 2017 and executed by mailing to the Defendant by certified mail, return receipt requested with restricted delivery, a true copy of this citation, together with an attached copy of the PLAINTIFF'S AMENDED PETITION.

ATTACH RETURN RECEIPT(S)
WITH ADDRESSEE'S
SIGNATURE

Service upon the Defendant is
evidenced by the return receipt
herein and attached hereto,

Signed by: Tx Dept of Insurance

Dated: 10-16-17

This citation was not executed for the following reasons:

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$



certify which witness my hand officially,

Kendra Charbula, District Clerk
Wharton County, Texas 77488

by: Leslie Enloe
LESLIE ENLOE, DEPUTY

CV49922

ON: \$ 50.00

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Everest Indemnity Ins Co
PO Box 836
c/o Tx Commissioner of Ins.
333 Guadalupe St.
Austin, TX 78701



9590 9402 2415 6249 0645 44

2. Article Number (Transfer from service label)

7016 2020 0000 0501 6344

COMPLETE THIS SECTION ON DELIVERY

A. Signature RECEIVED
☒ Agent
☐ Addressee

Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? ☐ Yes
If Yes, enter delivery address below: ☒ No

at _____ M.

OCT 26 2017

3. Service Type
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery
☒ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

I, Kendra Charlata, District Clerk of Wharton County,
Texas, do hereby certify that the foregoing is a true, correct
and full copy of the instrument herein set out as appears of
record in the District Court of Wharton County, Texas.
This 9 day of Nov 20 17



Kendra Charlata, District Clerk

Kendra Charlata

Exhibit A-12

Leslie Enloe

CAUSE NO. CV49922

REDDY PARTNERSHIP	§	IN THE DISTRICT COURT OF
SOUTHWEST TERRACE D/B/A	§	
SOUTH TERRACE APARTMENTS,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	WHARTON COUNTY, T E X A S
EVEREST INDEMNITY	§	
INSURANCE COMPANY	§	
	§	
<i>Defendant.</i>	§	329TH JUDICIAL DISTRICT

**DEFENDANT EVEREST INDEMNITY
INSURANCE COMPANY'S ORIGINAL ANSWER**

Defendant Everest Indemnity Insurance Company files this Original Answer to the Original Petition of Plaintiff Reddy Partnership Southwest Terrace, d/b/a Southwest Terrace Apartments.

A. GENERAL DENIAL

1. Pursuant to Texas Rule of Civil Procedure 92, Defendant generally denies the allegations in Plaintiff's Original Petition and demands strict proof thereof from Plaintiff by a preponderance of the evidence.

B. AFFIRMATIVE DEFENSES

2. In addition to Defendant's general denial, Defendant pleads the following affirmative defenses:

3. Everest's liability, if any, is derived solely from the policy of insurance issued by Everest. As a result of Everest's investigation to date, Everest believes that Plaintiff's claims may be barred, in whole or in part, by the terms, conditions, provisions,

exclusions, sublimits and limitations of the Everest Policy, which are pled as if copied herein. Several of the exclusions are specifically pleaded below.

4. **Pre-Existing Building Damage**: Plaintiff's damages are excluded from coverage by the Policy endorsement entitled "Pre-Existing Building Damage Exclusion". Plaintiff's damages were caused, in whole or in part, by damage that existed prior to the time of loss or damage.

5. **Wear and Tear**: Plaintiff's damages are excluded by exclusion 2.d(1) found under the portion of the Policy entitled Causes of Loss—Special Form, because Plaintiff's alleged losses were caused by wear and tear.

6. **Hidden or Latent Defect**: Plaintiff's damages are excluded by exclusion 2.d(2) found under the portion of the Policy entitled Causes of Loss—Special Form, because Plaintiff's alleged losses were caused by hidden or latent defect.

7. **Settling, Cracking, Shrinking, or Expansion**: Plaintiff's damages are excluded by exclusion 2.d(4) found under the portion of the Policy entitled Causes of Loss—Special Form, because Plaintiff's alleged losses were caused by settling, cracking, shrinking, or expansion.

8. **Faulty, Inadequate, or Defective Conditions**: Plaintiff's damages are excluded by exclusions 3.c(2), (3), and (4) found under the portion of the Policy entitled Causes of Loss—Special Form, because the Plaintiff's losses were caused in whole or in part by faulty, inadequate or defective design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; materials used in repair construction, renovation or remodeling; or maintenance.

9. **Damage to Interior Caused by Rain:** Plaintiff's damages are excluded or limited by section C(1)(c) found under the portion of the Policy entitled Causes of Loss—Special Form, because any damage to the interior of the structures was caused by rain.

10. **Limitation on Recovery:** In the unlikely event that the Court finds Everest liable to Plaintiff in damages, Everest asserts that if any of Plaintiff's damages are covered by the Policy, Everest is obligated to pay only the "actual cash value" of any alleged damages under the portion of the Policy entitled "Roof Covering—Conditional Valuation" because of the age of the roof covering at the time of the alleged damage. Alternatively, Everest is only obligated to pay the "actual cash value" of the damages insofar as any damage has not been repaired, replaced, or rebuilt within a reasonable time as required by the Policy. Pleading further, Plaintiff has not provided Everest with the requisite documents to prove its entitlement to "replacement cost value" damages.

11. **Limitation on Exemplary, Additional or Treble Damages:** Defendant denies any liability to Plaintiff for alleged extra-contractual damages. Pleading alternatively, Defendant pleads that any award to Plaintiff of exemplary, additional, treble or punitive damages or penalties is limited pursuant to Tex. Civ. Prac. & Rem. Code Chapter 41 and Tex. Ins. Code sections 541.152 and 542.060. Under the facts of this case, however, an award of exemplary, additional, treble or punitive damages or penalties consistent with the maximum awards permitted under these statutes would violate Defendant's State and Federal constitutional rights. Defendant affirmatively pleads that an award of exemplary, additional, treble or punitive damages or penalties would violate the due process and equal protection clauses of the United States and Texas Constitutions.

Defendant affirmatively pleads that an award of exemplary, additional, treble or punitive damages or penalties would be both arbitrary and excessive in that (1) Texas procedure lacks adequate safeguards in violation of the due process clauses of the United States and Texas Constitutions, and (2) Defendant would not be afforded equal protection against extra-contractual damages that would be limited or capped for others.

DENIAL OF CONDITIONS PRECEDENT

12. Defendant Everest denies that Plaintiff has complied with all conditions precedent to recovery under the Policy at issue in this case. Specifically, Plaintiff did not provide a signed and sworn proof of loss pursuant to the terms of the policy for all the damages it claims by way of this suit.

13. Further, the Policy obligates Plaintiff to cooperate with Everest in the event of a loss. Plaintiff's duties are conditions precedent to recovery under the Policy. Everest denies that Plaintiff complied with those conditions precedent. Specifically, and without limitation, Plaintiff failed to provide Everest with a number of items that Everest requested in connection with the investigation of Plaintiff's claim. Additionally, Plaintiff failed to promptly notify Everest of the loss as required by the Policy.

REQUEST FOR RELIEF

14. Defendant requests that judgment be entered that Plaintiff take nothing in this action and that Defendant recover all costs and have all other relief to which it is entitled.

Respectfully submitted,

/s/ Andrew C. Nelson

Andrew C. Nelson
State Bar No. 24074801
J. Andrew Love
State Bar No. 24007571
WRIGHT & CLOSE, LLP
One Riverway, Suite 2200
Houston, Texas 77056
(713) 572-4321
(713) 572-4320 (facsimile)
nelson@wrightclose.com
love@wrightclose.com

**ATTORNEYS FOR DEFENDANT
EVEREST INDEMNITY INSURANCE
COMPANY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this document was served on all counsel of record in this case on November 7, 2017 electronically through the electronic filing manager or in compliance with Texas Rule of Civil Procedure 21a.

/s/ Andrew C. Nelson

Andrew C. Nelson

I, Kendra Chubbula, District Clerk of Wharton County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Wharton County, Texas.
This 8 day of Feb 20 17



KENDRA CHUBBULA, DISTRICT CLERK

[Handwritten Signature]
Deputy

Exhibit A-13

Harry W. H.